

## REMARKS

The Office Action has been carefully considered. Claims 1-23 and 25-31 were rejected by the Office Action. Claims 24 and 32 were allowed if rewritten in independent form. Claims 1-3, and 5-32 are pending. Claim 4 is canceled.

Applicant acknowledges with appreciation the indication that Claims 24 and 32 recite patentable subject matter and would be allowable if rewritten in independent form to include all of the features of their respective base claims and any intervening claims. Applicant has respectfully maintained Claims 24 and 32 in dependent form because it is believed that their respective base claims patentably define over the cited art, for at least the reasons discussed below.

Claims 1-23 and 25-31 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application No. 20030126086 (“*Safadi*”) in view of U.S. Patent Application No. 20040237067 to Sun et al. (“*Sun*”).

### **35 U.S.C. § 103(a) Rejections**

To establish a *prima facie* case of obviousness, Office personnel have the burden to meet three basic criteria. First, Office personnel must show that there is some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to combine the reference teachings. The teaching or suggestion to make the claimed combination must be found in the prior art, not based on applicant’s disclosure. Second, Office personnel must show that the teachings in the prior art have a reasonable expectation of success. Finally, Office personnel must show that the combined prior art references teach or suggest all the claim limitations. *See* MPEP § 2142.

#### Claims 1-7 and 19-22: *Sun* alone or in combination does not teach or suggest the selection of elements recited in Claims 1-7 and 19-22

In the Office Action, independent Claims 1 and 19 were rejected under 35 U.S.C § 103(a) as being unpatentable over *Sun* in view of *Safadi*. Applicant respectfully disagrees and submits

that the cited combination fails to teach or suggest the combination of elements recited in Applicant's amended Claim 1.

The amended Claim 1 now recites:

A method of delivering **digital media**, the method comprising:  
receiving **digital media** from a first device;  
receiving a selection of a plurality of **transcoding modules**, including a **file format module** and at least one of a plurality of a **compression module** and an **encryption module**; and  
transforming the digital media in accordance with the selected **transcoding modules**; and  
delivering the transformed digital media to a second device.

The Office Action correctly noted that *Safadi* does not disclose a selection of one of a plurality of digital rights management systems, but the Office Action asserted that *Sun*, at paragraphs 19 and 24, remedied the defect. While that particular language of Claim 1 has been amended, Applicant respectfully disagrees with such an interpretation of *Sun*. Contrary to the position taken by the Office Action, *Sun*, at paragraph 1, unequivocally defines a specific form of digital rights management systems directed at executable programs, **not digital media**:

To control the usage of a **software application**, Digital Rights Management (DRM) logic can be programmed into the **software application** to define selected rules and usage rights . . .

This section of *Sun* illustrates that *Sun* is directed only at executable programs ("software applications" in *Sun*'s parlance) and not downloadable digital media as claimed in amended Claim 1. In paragraph 12, *Sun* reinforces its focus on executable software applications by referring to a "[c]omputer-readable medium . . . **for execution**." The distinction between executable programs and digital media is important because *Sun*'s use of the term "digital rights management" is different from the kind of digital rights management techniques normally employed in the field of digital media. Thus, *Sun* alone or in combination can not reasonably be interpreted as teaching or suggesting to a person of ordinary skill in the art "receiving a selection of one of a plurality of **digital rights management systems**" as the phrase "digital rights management" systems is used and claimed in amended Claims 1 and 19. For at least this reason Applicant respectfully requests withdrawal of Claim 1's rejection.

Moreover, Applicant also respectfully disagrees that *Safadi* alone or in combination teaches or suggests the remaining elements of the amended Claim 1. *Safadi* does not teach or suggest the flexible, modular features recited by Claim 1 because, as amended, it now recites a plurality of **modules** such as a file format module, a compression module, and an encryption module. *See, e.g.*, ¶ [0016] (providing a “reconfigurable software module containing dynamically-installable parsing software objects that allow the reading and protection of data”). While these elements have been added to Claim 1 by way of the present amendment, Applicant has reviewed the cited prior art and can find no teaching or disclosure of this modular configuration. For example, while *Safadi* references multiple content types in various embodiments, ¶ [0029], *Safadi* still discloses only a singular system designed to convert an “original DRM scheme to a native DRM scheme” on a singular “processor,” ¶ [0028]. *Sun* does not remedy the defect because it too is silent on the issue of modularity. Consequently, Applicant respectfully asserts that Claim 1 is now in condition for allowance.

For at least these reasons, Claims 1 and 19 are patentable over the cited combination of *Sun* and *Safadi* and accordingly, reconsideration and withdrawal of their rejection is respectfully requested.

Claims 2-7 depend from Claim 1. Accordingly, Claims 2-7 are patentable over the cited combination of *Sun* and *Safadi* by their dependency on Claim 1. Moreover, the claims recite elements neither taught nor suggested by the asserted combination of *Sun* and *Safadi*. For example, Claims 2 and 5-7 in their currently amended form now recite elements related to transcoding software **modules**. Moreover, the asserted combination of references does not teach a **consumer** selection. Neither *Sun* nor *Safadi*, nor any combination thereof, teaches or suggests a method wherein a consumer can select the transcoding modules. For at least the reasons asserted in Claim 1, the prior art does not teach or suggest the modular use of transcoding modules as recited in Claims 2 and 5-7. Accordingly, applicant respectfully submits that Claims 2, and 5-7 are now patentable over the cited prior art.

Independent Claim 19 includes subject matter similar to Claim 1, so Applicant respectfully submits that Claim 19 is patentable over the cited combination of *Sun* and *Safadi* for at least similar reasons to those set forth above with respect to Claim 1.

In addition, independent Claim 19 contains additional elements not taught or suggested by the cited combination of *Sun* and *Safadi*. For example, Claim 19 as amended now recites:

A method of handling digital media, the method comprising:  
receiving electronic data encrypted according to a first digital rights management system via a transcoding module;  
**receiving a selection of one a plurality of digital rights management transcoding modules** to be applied to the data, wherein the **first** digital rights management transcoding module and the **selected** digital rights management transcoding module are **different**;  
decrypting said electronic data via a **transcoding module**; and  
re-encrypting said electronic data in accordance with said selected digital rights management **transcoding module**.

The combination of the prior art fails to teach or suggest the modular approach claimed in Claim 19. It should be noted that the modular elements have been added to Claim 19 by way of the present amendment. The modular distinction over the prior art was asserted in Claim 1, so the same assertions apply here as well. In addition, Claim 19 is even more specific inasmuch as it recites specific digital rights management modules and their operation. For at least this reason, Applicant respectfully requests withdrawal of the rejection of Claim 19.

In addition, the Office Action asserted that *Sun* disclosed receiving a selection of one of a plurality of digital rights management systems to be applied to the data, wherein the first digital rights management system and the selected digital rights management system are different. Applicant respectfully disagrees with this interpretation of *Sun*. Thus, the references alone or in combination do not teach or suggest all the elements of Claim 19.

For example, Claim 19 recites an element wherein a “**first** digital rights management transcoding module and the **selected** digital rights management transcoding module are **different**.” By contrast, *Sun* in view of *Safadi* does not disclose two **different** digital rights management systems. Instead, *Sun* in view of *Safadi* discloses merely the adding of additional executable code before a user downloads a software application. This can only reasonably be

read to be **one** digital rights management system, in *Sun*'s limited use of the term "DRM." By contrast, Claim 19 claims a method wherein there are **two** transcoding modules and they are different. Accordingly, Claim 19 is patentable over the cited combination of *Sun* and *Safadi* for at least the reasons set forth above and Applicant respectfully submits that Claim 19 is in condition for allowance.

Claims 20-22 depend from Claim 19. Accordingly, Claims 20-22 are patentable over the cited combination of *Sun* and *Safadi* by their dependency on Claim 19. Moreover, the claims as presently amended recite additional elements neither disclosed nor suggested by the cited combination of *Sun* and *Safadi*.

For example, Claims 20-22 all include elements related to transcoding **modules**. For the same reasons asserted under Claim 1 above, *Sun* in view of *Safadi* does not teach or suggest the flexible, modular features recited by Claims 20-22. In brief, while *Safadi* references multiple content types in various embodiments, ¶ [0029], *Safadi* still discloses only a singular system designed to convert an "original DRM scheme to a native DRM scheme" on a singular "processor," ¶ [0028]. *Sun* does not remedy the defect because it too is silent on the issue of modularity. For at least this reason, Claims 20-22 are patentable over the cited combination of *Sun* and *Safadi*. Accordingly, withdrawal of the rejection of Claims 20-22 is respectfully requested.

Claims 8-14 and 27-32: *Sun* in view of *Safadi* does not teach or suggest determining a file format type

Independent Claims 8, 11, and 27 stand rejected by the Office Action under 35 U.S.C. § 103(a) as being unpatentable over *Sun* in view of *Safadi*.

Applicant respectfully asserts that the cited combination of *Sun* and *Safadi* do not teach or suggest each and every element as recited in Applicant's Claim 8. Independent Claim 8 recites:

A method of distributing digital media, the method comprising:  
**receiving a selection of at least one of a plurality of transcoding modules;**

receiving a plurality of digital data files, the files utilizing a plurality of different file format types;  
receiving a selection of a plurality of **file format types**;  
reformatting the files via the selected at least one of the **transcoding modules** and in accordance with the **format types**;  
receiving a user selection of a first **digital rights management transcoding module**, the first digital rights management transcoding **module** being one of a plurality of pre-determined digital rights management transcoding modules;  
encrypting the **reformatted files** according to the selected digital rights management transcoding **module**; and  
transmitting the encrypted files to a plurality of consumers.

The combination of the prior art fails to teach or suggest the modular approach claimed in Claim 8. It should be noted that the modular elements have been added to Claim 8 by way of the present amendment. The modular distinction over the prior art was asserted in Claim 1, so the same assertions apply here as well. In addition, Claim 8 is even more specific inasmuch as it specifically recites digital rights management modules selected from “a plurality of pre-determined digital rights management transcoding modules.” For at least this reason, Applicant respectfully requests withdrawal of the rejection of Claim 8.

In addition, the Office Action took the position that *Sun* disclosed “receiving a selection of a plurality of file format types” relying on paragraphs 19 and 24 of that application. Applicant respectfully disagrees with this interpretation of *Sun*. At the outset, the section of *Sun* cited by the Office Action is completely mute on the issue of file format types. A review of *Sun* as a whole reveals that *Sun*, at most, teaches that its packager logic—the system used to inject code into software applications before their download—can be configured to identify “which software” should be combined with a specified additional execution module. *See Sun* ¶ [0035], [0036]. The term “which software,” when read in the context of *Sun*’s disclosure as a whole, makes clear that the packager is designed only to identify a **specific filename** that a user requested for download through a network. Put simply, *Sun* alone or in combination cannot be said to teach or suggest this element of Claim 8 because the operator has to configure the packager for specific file names, rather than dynamically reacting to unanticipated, diverse, and unanticipated **file types**.

Second, Applicant has reviewed the prior art cited by the Office Action and can find no teaching or suggestion of a file format type. For example, *Sun* at paragraph 22, cited by the Office Action, discloses merely where in Java byte code the additional Java byte code contemplated by *Sun* should be inserted. To do so presupposes that all code is Java byte code and therefore there is no need for a selection of file format types because all the executable programs are of one single type. Paragraph 28, also cited by the Office Action, makes no reference to a selection method.

Consequently, *Sun*, alone or in combination, fails to teach or suggest every element of Claim 8. Applicant therefore respectfully submits that the Office Action has failed to state prima facie case that Claim 8 is obvious under 35 U.S.C. § 103(a) and accordingly submits that Claim 8 is patentable over the cited combination of *Safadi* and *Sun*.

Claims 9 and 10 depend from Claim 8. Accordingly, Claims 9 and 10 are patentable over the cited combination of *Sun* and *Safadi* at least by their dependency on Claim 8. Moreover, these claims recite elements neither taught nor suggested by the asserted combination of *Sun* and *Safadi*. For example, Claims 9 and 10 include elements related to transcoding modules. While these elements have been added by way of the present amendment, Applicant can find no teaching or suggestion of **transcoding modules** in the cited combination of prior art as asserted under Claim 1. Accordingly, Withdrawal of the rejection of Claims 9 and 10 is respectfully requested for at least this reason.

As a matter of further example, in rejecting Claim 10 the Office Action asserted that *Sun* disclosed all the elements of Claim 10. Claim 10 depends from Claim 8 and recites that the method

further comprising **dynamically creating** at least one of a format **transcoding module** or a **writer transcoding module** corresponding to the file format types of the received files and the selected file format types, and wherein **reformatting the files** comprises using the dynamically-created format transcoding module or writer transcoding module to reformat the files.

In rejecting these elements, the Office Action pointed to paragraphs 19 and 24 of *Sun*. Applicant disagrees with this interpretation of the cited reference. At the outset, the cited

paragraphs of *Sun* are completely mute on the **dynamic creation of modules** like a format module or a writer module. Moreover, Applicant has reviewed the remainder of the *Sun* reference and cannot find any teaching or suggestion alone or in combination with *Safadi* of a dynamic object. Indeed, *Sun* merely discloses the injection of new executable code into existing executable code and does not teach or suggest the addition of a dynamically created module to do so. Accordingly, Applicant respectfully requests reconsideration and withdrawal of the rejection of Claim 10.

Independent Claims 11 and 27 include subject matter similar to Claim 8, so Applicant respectfully submits that Claims 11 and 27 are patentable over the cited combination of *Sun* and *Safadi* for at least similar reasons to those set forth above with respect to Claim 8. Moreover, these claims recite elements neither taught nor suggested by the asserted combination of *Sun* and *Safadi*. For example, Claims 11 and 27 include elements related to transcoding modules. While these elements have been added by way of the present amendment, Applicant can find no teaching or suggestion of transcoding modules in the cited combination of prior art as asserted in Claim 1. For at least the reasons stated, withdrawal of the rejection of Claims 11 and 27 is respectfully requested.

Claims 12-18 depend from Claim 11. Accordingly, Claims 12-18 are patentable over the cited combination of *Sun* and *Safadi* at least by their dependency on Claim 11. Moreover, these claims recite elements neither taught nor suggested by the asserted combination of *Sun* and *Safadi*. For example, Claims 12-18 all include elements related to transcoding modules. While these elements have been added by way of the present amendment, as asserted with regard to Claim 1 above Applicant finds no teaching or suggestion of transcoding modules in the cited combination of prior art.

Moreover, the disclosure of *Sun* does not remedy the defects of *Safadi* with respect to Claims 15 and 16. For example, amended Claim 15 recites the following:

The method of Claim 11, further comprising a receiving an identifier of **a second digital rights management system** used in the input file via a transcoding module, the **second digital rights management system being** one of a plurality of predetermined digital rights management systems compatible



with at least one of a plurality of transcoding modules **wherein retrieving unencrypted data from the input file comprises decrypting input data according to the rules of the second digital rights management system.**

As is apparent, amended Claim 15 recites a **second** digital rights management system. By contrast, *Sun* discloses at most a **single** digital rights management system. In asserting to the contrary, the Office Action cites paragraph 39 of *Sun*. However, that paragraph merely discloses the invocation of additional executable code from a **single digital rights management system** at various trigger points. For example, it states, “a triggering point can include an entry/exit point into a state such as where the software starts, pauses, or terminates.” ¶ [0039]. Applicant respectfully disagrees that the cited portion of *Sun*, alone or in combination with *Safadi*, can reasonably be interpreted to teach or suggest a second digital rights management system because, at most, *Sun* discloses **a single** digital rights management system, **not two**. *Safadi* does not remedy this defect in *Sun*’s disclosure.

Thus, *Sun*, alone or in combination with *Safadi*, fails to teach or suggest this element of Claim 15 let alone a second digital rights management system from “a plurality of pre-determined digital rights management systems” with the additional element that they be “compatible with at least one of a plurality of transcoding modules.” Moreover, amended Claim 15 also recites the element “wherein retrieving unencrypted data from the input file comprises decrypting input data according to the rules of the second digital rights management system” which is not taught or suggested by the cited combination of references. Because the cited references fail to teach or suggest every element of Claim 15, Applicant respectfully requests reconsideration and withdrawal of its rejection.

For the foregoing reasons, Applicant respectfully requests reconsideration and withdrawal of the rejection of Claims 12-18.

Claims 28-31 depend from Claim 27. Accordingly, Claims 28-31 are patentable over the cited combination of references by their dependency on Claim 27. Moreover, these claims recite elements neither taught nor suggested by the asserted combination of *Sun* and *Safadi*. For example, Claims 28-31 all include elements related to transcoding modules. While these elements have been added by way of the present amendment, as asserted under Claim 1

Applicant finds no teaching or suggestion of transcoding software modules in the cited combination of prior art as asserted under Claim 1.

Furthermore, the disclosure of *Sun* does not remedy the defects of *Safadi* with respect to Claim 30. Claim 30 as amended recites as follows:

a **second decryption transcoding module** configured to receive an identifier of a **second digital rights management** system, the second digital rights management system being one of a plurality of pre-determined digital rights management systems, wherein retrieving unencrypted data from the input file comprises decrypting input data according to the rules of the **second digital rights management** transcoding modules.

Thus, amended Claim 30 recites a **second** digital rights management system. By contrast, *Sun* discloses at most merely a **single** digital rights management system. As in Claims 15 and 16 above, in asserting to the contrary, the Office Action cites paragraph 39 of *Sun*. However, as discussed above that paragraph merely discloses the invocation of additional executable code from a **single digital rights management system** at various trigger points. Applicant therefore respectfully disagrees that the cited portion of *Sun*, alone or in combination with *Safadi*, can reasonably be interpreted to teach or suggest a second digital rights management system because, at most, *Sun* discloses merely a **single** digital rights management system, **not two**. *Safadi* does not remedy this defect in *Sun*'s disclosure.

Thus, *Sun*, alone or in combination with *Safadi*, fails to teach or suggest this element of Claim 30 let alone "decrypting input data according to the rules of the second digital rights management system." Because the cited references fail to teach or suggest every element of Claim 30, Applicant respectfully requests reconsideration and withdrawal of its rejection.

Additionally, the Office Action rejected Claim 31 by asserting that *Sun*, at paragraph 35, disclosed the element of "generating digital rights management system rules, and writing the generated digital rights management system rules **to the output file**." While the element cited by the Office Action now stands amended, Applicant nevertheless disagrees with this interpretation of *Sun*. At that paragraph, *Sun* disclosed "packager logic [that] can include a definition logic configured to identify **which software** is to be packaged . . ." This language makes clear that *Sun* is directed at bundling existing executable code with additional executable code, not generating a

digital media download file. Put simply, while *Sun* discloses an output file, it alone or in combination does not teach or suggest an output file that is the subject matter of Claim 31. As will be discussed more thoroughly below, combining executable code with digital media downloads would render the digital media downloads inoperable. For at least this reason, one of ordinary skill in the art would not find that *Sun* alone or in combination taught or suggested this element of Claim 31. Accordingly, Applicant respectfully requests reconsideration and withdrawal of the rejection of Claim 31. For the foregoing reasons, Applicant respectfully requests reconsideration and withdrawal of the rejection of Claims 28-31.

Claim 23: *Sun* in view of *Safadi* does not teach or suggest every element of Claim 23

The Office Action rejected Claim 23 under 35 U.S.C. § 103(a) as being unpatentable over the combination of *Safadi* and *Sun*. Claim 23 recites, in pertinent part:

A system for protecting digital presentations with a digital rights management system, the system comprising:

...

a file writer **transcoding module** library, accessible by the translation driver, the file writer transcoding module library comprising a plurality of modules, each module configured to write to a **different file format type**; and

a **transcoding module** configured to:

determine a **first file format type** of the input file;

obtain input data from the input file using a file format technique

corresponding to the first file format;

select a first digital rights management encrypting **module** from the plurality comprising the digital rights management **transcoding modules** library;

encrypt the input data according to the first digital rights management system encrypting technique;

determine a **second file format type** for a data output file; and

write the data output file containing the newly-encrypted data to the second storage device using a file writer **module** corresponding to the **second file format type**.

Applicant respectfully disagrees that the cited combination of *Sun* and *Safadi* teaches or suggests every element of Claim 23. Of note, Claim 23 claims subject matter similar to Claims 8, 11, and 27, with respect to file format types. Accordingly, Claim 23 is patentable over the cited combination of *Safadi* and *Sun* for at least reasons similar to those set forth above.

In addition, the combination of the prior art fails to teach or suggest the modular approach claimed in Claim 23. It should be noted that the modular elements have been added to Claim 23 by way of the present amendment. The modular distinction over the prior art was asserted in Claim 1, so the same assertions apply here as well. In addition, Claim 23 is even more specific insofar as it recites both digital rights management modules as well as file writer modules. For at least this reason, Applicant respectfully requests withdrawal of the rejection of Claim 23.

Moreover, the Office Action rejected Claim 23 asserting, *inter alia*, that *Sun* disclosed certain elements of Claim 23. Applicant respectfully disagrees with the Office Action's interpretation of *Sun*. For example, *Sun* alone or in combination with *Safadi* does not teach or suggest a driver module that compares two file format types. By contrast, Claim 23 claims elements of a "driver module" configured to determine a "**first** file format **type**," obtain input data from it, selecting a digital rights management system based on it, encrypting the data, and then "determining a **second** file format type." Because *Sun* does not even teach or suggest a file format of **one** type for the reasons set out above, the addition of *Safadi* cannot be said to remedy the defect to teach or suggest a determining of **two** file formats.

Similarly, Applicant disagrees with the Office Action's interpretation of *Sun* that it discloses a configuration of different file types. Specifically, *Sun* alone or in combination cannot reasonably be said to teach or suggest a "file writer library . . . configured to write to a **different file format type**." *Sun* merely injects new executable code into an existing executable download, but **maintains the existing type of** file—an executable one. Applicant submits that a proper reading of *Sun* alone or in combination reveals that it is not flexible enough to inject code into any arbitrary format, as is claimed by the language of Claim 23.

Finally, Applicant disagrees with the Office Action's assertion that *Sun* discloses a driver module. *Sun* alone or in combination with *Safadi* does not teach or suggest a "**driver module**." The most that can be said of *Sun* is that it discloses a generic "packager" at paragraph 35, but *Sun* contains no further explanation or definition of the term "packager." *Safadi* is equally silent. Thus, Applicant submits that the cited combination cannot reasonably be said to teach or suggest

a “driver module” as claimed in Claim 23. For these reasons, Applicant respectfully requests withdrawal of the rejection of Claim 23.

Claims 24-26 depend from Claim 23. Accordingly, Claims 24-26 are patentable over the cited combination of *Sun* and *Safadi* at least by their dependency on Claim 23. Moreover, these claims recite elements neither taught nor suggested by the asserted combination of *Sun* and *Safadi*. For example, Claims 24-26 all include elements related to transcoding modules. While these elements have been added by way of the present amendment, Applicant can find no teaching or suggestion of transcoding modules in the cited combination of prior art as discussed under Claim 1. For at least the reasons stated, Applicant respectfully requests reconsideration and withdrawal of the rejection of Claims 24-26.

Claims 1-32: the combination of *Safadi* with *Sun* is impermissible because the combination would render *Safadi* inoperative

The Office Action rejected Claims 1-32 because it combined *Sun* and *Safadi* to support a 35 U.S.C. § 103(a) rejection. Applicant respectfully submits that the proposed combination of *Sun* with *Safadi* is impermissible because their combination would render the references inoperative. If a proposed modification would change the principle of operation—or in this case render it inoperative—then the combination cannot render the present application obvious under § 103(a). MPEP § 2143.01 ¶ VI (“the proposed modification would change the principle of operation of the prior art invention being modified”).

*Safadi* discloses a proxy agent for content to be downloaded. As discussed above, *Safadi* makes clear that its subject matter is directed at content and not executable code. As will be appreciated by those skilled in the art, content is quite distinct from executable code, and the two cannot be combined without awkward technological changes. For example, “content” is defined as “movies, music, games, on-line books, information, etc.” Harry Newton, *Newton’s Telecom Dictionary*, 171 (17th ed. 2001). The specific bytes of content must be arranged in predefined formats. For example, a standards setting organization was organized to specifically design a format for motion video: MPEG. That specification further defined MPEG-1, MPEG-2, MPEG-2 Audio, and MPEG-4. *Id.* at 444-45. As will be appreciated by those skilled in the art, variation

from formats predefined by standards setting organizations like MPEG will render that content inoperative.

By contrast, *Sun* is directed at executable code. An executable file is defined as a “computer program that is ready to run. Application programs, such a spreadsheets and word processors are examples of executable files. Such files in PCs running MS-DOS and Windows usually end with the BAT, COM or EXE extension.” *Id.* at 261. By implication then, executable files have specific file formats required by the operating system as well. As has been discussed at length above, *Sun* is directed at a method of injecting code into those executable programs in a way that is compliant with the operating system or virtual machine. For this reason, *Sun* defines “DRM” differently than the term is used when referring to digital content. *Sun* at paragraph 1 limits its usage of the term DRM when it states, “Digital Rights Management (DRM) logic can be **programmed into the software application**” (emphasis added).

Accordingly, putting the type of DRM content contemplated by *Sun* into the proxy agent disclosed by *Safadi* would inject incompatible sets of bytes into a stream that cannot be processed by *Safadi* clients—that is, clients that are designed to support industry standard content and not content modified by incompatible *Sun* additions such as an iPod by Apple Inc. of Cupertino, California. Put simply, to combine them would garble the digital media served by the *Safadi* proxy device because digital media data is presented in a specific, industry-standard format as discussed above. Of course, the reverse would be true as well. Consequently, to combine *Sun* with *Safadi* would render the two technologies inoperative, and therefore Applicant respectfully submits that they are an impermissible combination to support a 35 U.S.C. § 103(a) rejection. For at least this reason, Applicant requests withdrawal of the rejections of Claims 1-32.

## CONCLUSION

For at least the reasons discussed above, Applicants respectfully submit that Claims 1-32 are allowable and request that the Examiner permit these claims to proceed to issuance. Although additional arguments are believed to exist for distinguishing the cited documents, the arguments presented are believed sufficient to address the Examiner's rejections. Likewise, failure of the Applicants to respond to a position taken by the Examiner is not an indication of acceptance or acquiescence of the Examiner's position. Instead, it is believed that the Examiner's positions are rendered moot by the foregoing arguments, and it is therefore not believed necessary to respond to every position taken by the Examiner with which Applicants do not agree.

The Examiner is respectfully requested to contact the undersigned at the telephone number below if there are any remaining questions regarding this application.

We believe the appropriate fees accompany this transmission. If, however, insufficient fee payment or fee overpayment occurs, the amount may be withdrawn or deposited from/to Axios Law Group's deposit account. The deposit account number is 50-4051.

Respectfully submitted,

AXIOS LAW GROUP

Date: December 8, 2008

by: /Adam L.K. Philipp/

Adam L.K. Philipp Reg. No.: 42, 071  
Direct Dial: 206.217.2226

AXIOS LAW GROUP  
1525 Fourth Avenue, Suite 800  
Seattle, WA 98101  
Telephone: 206-217-2200  
**Customer No.: 61857**